



# Buyer Profile

In order to protect our client's interest and understand how to best serve your needs, we evaluate each potential buyer to ensure compatibility with potential acquisitions.  
All information provided is strictly confidential.

Name: \_\_\_\_\_  
Last First M

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Alternative phone: \_\_\_\_\_

Desired time frame to purchase: \_\_\_\_\_ Preferred industry: \_\_\_\_\_

Are you currently represented by a broker/agent? \_\_\_\_\_ Broker name: \_\_\_\_\_

Have you ever owned a business? \_\_\_\_\_ Have you ever purchased or sold a business? \_\_\_\_\_

## FINANCIALS:

<b>Assets</b>	<b><i>In Even Dollars</i></b>	<b><i>Liabilities and Net Worth</i></b>	<b><i>In Even Dollars</i></b>
Cash on hand and in Banks		Auto Loans	
U.S. Government Securities		Credit Card Debt	
Other Equity Interests		Notes Payable—Others	
Accounts and Notes Receivable		Accounts and Bills Due	
Real Estate Owned		Unpaid Taxes	
Mortgages Receivable		Real Estate Mortgages Payable	
Other Assets: Itemize		Other Liabilities: Itemize	
		<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH</b>	<b>\$</b>
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES AND NET WORTH</b>	<b>\$</b>

The information is presented as a true and accurate statement of my/our financial condition on the date indicated.

\_\_\_\_\_  
**Buyer's Signature**

\_\_\_\_\_  
**Date**

## NON-DISCLOSURE AGREEMENT

This BUSINESS SALE NON-DISCLOSURE AGREEMENT (hereinafter known as the “Agreement”) is entered into between Sperry Commercial Global Affiliates – Flint Brokers & Associates, and any Entity represented by Sperry Commercial Global Affiliates – Flint Brokers & Associates (collectively hereinafter known as the “Company”) and \_\_\_\_\_ (hereinafter known as the “Potential Buyer”) for the purpose of sharing operational, financial and other information relating to the Company for the purpose of pursuing or establishing a business relationship or negotiating a contract between the parties. The Agreement is effective as of the day of signing by the Potential Buyer (hereinafter known as the “Effective Date”).

**Potential Buyer is seeking information about:** \_\_\_\_\_

Although Potential Buyer is requesting information on the aforementioned opportunity, all terms and conditions of this Agreement shall apply to all additional information Potential Buyer receives regarding other opportunities offered by the Company.

[\_\_\_\_\_] (Potential Buyer)

### Article I: Conditions

The Company agrees to share trade secrets and confidential, proprietary and protected information not generally disclosed to the public (hereinafter known as “Confidential Information”) on the condition that the Potential Buyer acts in accordance with the provisions of this Agreement and agrees to use the Confidential Information solely for the consideration of a potential purchase transaction or strategic alliance. Although the Company will use all reasonable efforts to include materials which they believe to be reliable and relevant, the Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information except as may be set out in a definitive agreement which may be entered into by both parties in connection with a potential transaction.

### Article II: Confidential Information

**A. Definitions.** For the purposes of this Agreement, Confidential Information refers to the Company’s businesses, operations and assets (whether in written, electronic or other form) including, but not limited to, current, future or proposed products, formulas, designs, devices, drawings, specifications, technical memoranda and correspondence, computer code, programs and algorithms, product development agreements and other related agreements.

**B. Property Rights.** Confidential Information is and will, at all times, remain the property of the Company, and the Company reserves the right to disclose the Information to other persons or entities in connection with other possible transactions or for any other purpose.

### **Article III: Non-Disclosure**

**A. Transaction.** The Potential Buyer understands and agrees that under no circumstances (except as provided in subsection (D) of this section) shall they disclose information regarding any potential transaction or any of the terms, conditions or other facts relating to this Agreement.

**B. Information.** The Potential Buyer shall only disclose Confidential Information to representatives within their organization who are required to know the Information for the purposes of furthering a potential transaction. Confidential Information is to be kept strictly confidential, and the Potential Buyer and their representatives shall not (i) make any public comment, statement or communication or otherwise disclose to any person in any manner whatsoever the Confidential Information, or (ii) use the Information for any purpose other than to evaluate and implement a potential transaction. The Potential Buyer shall not use any Confidential Information with respect to any of the financial affairs of the Company in furtherance of the Recipient's own business, or the business of anyone else, whether or not in competition with the Company, or for any other purpose whatsoever.

**C. Representatives.** It is the responsibility of the Potential Buyer to stress confidentiality to each representative with whom Confidential Information has been disclosed, and to take all reasonable, necessary and appropriate steps to safeguard the Confidential Information from disclosure.

**D. Exceptions.** The Company understands and agrees that the Potential Buyer may be compelled to disclose Confidential Information, information relating to a potential transaction or terms or conditions relating to this Agreement if required by law (subpoena, civil investigative demand or similar legal process). It is the duty and responsibility of the Potential Buyer to give prompt notice to the Company so they may seek a protective order or other appropriate remedy in response to the disclosure of Confidential Information. Furthermore, the Potential Buyer is not restricted from disclosing Confidential Information if one of the following instances applies:

(i) the information was in the Potential Buyer's possession before such information was disclosed by the Company, with no obligation to keep it confidential;

(ii) the information is or becomes public knowledge or lawfully available through a source other than the Potential Buyer, and through no breach of agreement on their part; or

(iii) the Company provides written approval for the Potential Buyer to disclose said information.

### **Article IV: Period of Non-Disclosure**

**A. Term.** This Agreement and the Potential Buyer's duty not to disclose Confidential Information shall remain in effect until the Company sends written notice releasing the Potential Buyer from this Agreement or Confidential Information ceases to be a trade secret.

**B. Non-Acquisition.** In the event of non-acquisition by the Potential Buyer, the confidentiality and other obligations described in this Agreement continue in full force and effect for a period of three years from the Effective Date.

**C. Return of Materials.** Upon the Company's request, or upon termination of this Agreement or the occurrence of a potential transaction, the Potential Buyer shall promptly return to the Company or destroy all original and copied materials (including electronic format) constituting or containing Confidential Information. Any information or materials the Company allows the Potential Buyer to retain shall be kept confidential and shall not be disclosed or given to any third party for any purpose.

### **Article V: General Provisions**

**A. Remedies.** The Potential Buyer understands and acknowledges that failure to act in accordance with the provisions set forth in this Agreement could cause irreparable harm to the Company, and Potential Buyer

agrees that the Company is entitled to injunctive relief (or a similar remedy) to seek damages and to specifically enforce the provisions of this Agreement in addition to any other remedy available to it at law or in equity.

**B. Entire Agreement.** This Agreement contains the entire agreement between the parties concerning matters set out within, and no amendment to this Agreement or waiver of its terms is binding upon the parties unless approved in writing by each of them.

**C. Non-Agreement.** Except as specifically set out in this Agreement, no party is under any legal obligation with respect to a potential transaction unless a definitive agreement between the parties has been signed.

**D. Severability.** If a court of competent jurisdiction finds any provision within this Agreement to be invalid, illegal or unenforceable, that provision will be severed from the Agreement and the remaining provisions shall continue in full force and effect, without amendment.

**E. Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida.

**F. Fees/Expenses.** In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs, attorney fees, and necessary expenditures.

**G. Brokers Protected.** In consideration of information furnished and presented to me, I agree that should I buy, lease or come into possession of any of said businesses presented to me by the Company within one (1) year from date hereof, that I will protect Sperry Commercial Global Affiliates – Flint Brokers & Associates (hereinafter known as SperryCGA - Flint Brokers) right to a fee. I understand that SperryCGA – Flint Brokers has obtained information about these listings from the owner or their authorized agent of the said business which provides for a fee for service payment. I understand that if I interfere in any way with the SperryCGA – Flint Brokers’ right to a fee from seller/lessor, I will be personally liable for the payment of that fee. I understand that should I become a manager or connected with any of the businesses listed or should I buy, lease, or rent the premises herein set forth, then fee will be due to SperryCGA – Flint Brokers. I understand that a fee is due if negotiations have commenced or I have seen the business during the listing period even if the listing becomes inactive. It is agreed that if I make the purchase or lease through SperryCGA – Flint Brokers, I am not liable for the fee.

**H. Owners and Employees.** Potential Buyer agrees not to approach or contact the owner, principal, or any employees of any business presented, other than through the company’s Broker or with the Brokers prior consent.

[\_\_\_\_\_] (Potential Buyer)

WITNESS WHEREOF, the parties hereto acknowledge that by signing this agreement, they agree to hold all matters strictly confidential and abide by all the terms and conditions therein.

**I understand that past performance of a business is not a guarantee of future income, and people can and do lose money in business. Furthermore, Broker HAS NOT VERIFIED information given to me concerning any of the businesses presented and IS NOT RESPONSIBLE for the accuracy or completeness of that information, in the event of a dispute between the undersigned and the owner/seller of any business, I hold the Broker and Sperry Commercial Global Affiliates – Flint Brokers & Associates harmless from any cost or liability resulting there from.**

**Potential Buyer:**

Potential Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Potential Buyer Printed Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**If Applicable:**

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Printed Name: \_\_\_\_\_

Agent Firm Name: \_\_\_\_\_